

UNITED STATES OF AMERICA
District of Massachusetts

BRANDON ASSOCIATES, LLC,
Plaintiff,

v.

FAILSAFE AIR SAFETY SYSTEMS CORP.,
Defendant

FILED
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CA04-12013-NMG
DISTRICT OF MASS.

AFFIDAVIT OF PAMELA CAMPAGNA

I, Pamela Campagna, under oath do depose and say:

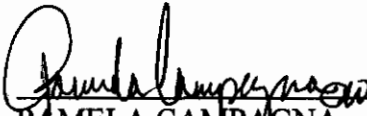
- 1) I am the principal of Blue Sage Consulting, Inc., a Massachusetts corporation with a principal place of business located at 6 Hearthstone Road, Hopkinton, Massachusetts;
- 2) I have been employed as a consultant since 1997, and have been the principal of Blue Sage Consulting, Inc., since 2001;
- 3) In my role as a consultant, I was retained by Failsafe Air Safety Systems Corp. (hereinafter, "FASS") in September, 2002, to assist in the development, growth, marketing and promotion of their core operations in the United States, and globally;
- 4) In that capacity, I introduced Meredith Allen (hereinafter, "ALLEN"), another consultant residing in Hopkinton, Massachusetts, to FASS for the purpose of providing public relations and events services to FASS.
- 5) Meredith Allen indicated that there was a lobbying firm, located in Boston, Massachusetts, with whom she had a business relationship that could, potentially, be helpful to FASS' efforts in the development of their business,

and the sale of FASS' products in the Commonwealth of Massachusetts and throughout federal, state and local governments;

- 6) The name of the firm was Brandon Associates, LLC, (hereinafter, "BRANDON"), the Plaintiff in the instant action;
- 7) Meredith had a pre-existing relationship with Brandon whereby she was paid a fee by Brandon for introducing Brandon to new clients such as FASS; this relationship ultimately resulted in a lawsuit for non-payment of fees.
- 8) Through ALLEN, I was introduced to the principal of BRANDON, Donald Flanagan (hereinafter, "FLANAGAN"), on or about March 2003;
- 9) Over the course of the next months, BRANDON and FASS worked closely together to assist FASS in introductions and meetings with government agencies and officials, and in its completion and submission of a Request for Proposal ("RFP") for a contract with the Commonwealth of Massachusetts;
- 10) Other than the relationship developed as a consequence of the introduction of ALLEN, there was no prior business relationship between myself, Blue Sage, Inc., or BRANDON;
- 11) As the business relationship between FASS and Brandon continued, there was a breakdown between the parties, which ultimately led to the filing of the instant action and subsequent actions;
- 12) Initially, BRANDON filed suit against FASS;
- 13) Subsequently, I was added as a Defendant, by BRANDON, under the pretext that I was a shareholder of FASS, and that I had held myself out as an officer of the Defendant, FASS;

- 14) As a consequence of the lawsuit, I was forced to retain counsel, Robert N. Wilson, Jr., and to expend time and money in the preparation of a defense to the action against me;
- 15) As a further consequence of the complaint naming me as a Defendant, I have been forced to devote time and monetary resources to the defense, including, but not limited to: meeting with my attorney, reviewing pleadings, potential discovery, and data related to the case;
- 16) I have suffered a loss of approximately Three Thousand Six Hundred Sixty Six (\$3,666.00) Dollars as a consequence of my lost time and opportunity costs;
- 17) I have attached an Excel Spreadsheet, as Exhibit A, which documents my time, and its value, for the Court;
- 18) I was forced to expend additional sums of money for legal expenses in the defense of this frivolous lawsuit, from which I was ultimately dismissed;
- 19) Upon information and belief, I was dismissed from the lawsuit because naming a Massachusetts citizen destroyed Diversity of Citizenship, the basis for the removal of the lawsuit from Suffolk Superior Court to the United States District Court for the District of Massachusetts;
- 20) As a consequence of my inclusion in this frivolous lawsuit by BRANDON, I have lost, and continue to lose, significant time and money and that this lawsuit may have affected my ability to successfully deliver my consulting services in the Commonwealth.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 20TH
DAY OF JANUARY, 2006.


PAMELA CAMPAGNA